

## SECTION G- CONTRACT ADMINISTRATION DATA

Section & Number	Title	Page
G.1	Clauses Incorporated by Reference	G-1
G.2	Technical Direction	G-1
G.3	Installation-Accountable Government Property (Deviation) Alternate I (Deviation)	G-2
G.4	Occupancy Management Requirements (Deviation)	G-4
G.5	Security/Badging Requirements for Foreign National Visitors and Employees/Representatives of Foreign Contractors	G-5
G.6	Identification of Employees	G-6
G.7	Submission of Invoices	G-6

## SECTION H- SPECIAL CONTRACT REQUIREMENTS

Section & Number	Title	Page
H.1	Clauses Incorporated by Reference	H-1
H.2	Task Ordering Procedure Alternate I	H-1
H.3	Safety and Health	H-3
H.4	Limitation of Funds	H-5
H.5	Observance of Legal Holidays (AUG 1992) –Alternate I	H-6
H.6	Environmental and Energy Conservation Requirements	H-7
H.7	Administrative Leave	H-8

## PART II- CONTRACT CLAUSES

### SECTION I- CONTRACT CLAUSES

Section & Number	Title	Page
I.1	Clauses Incorporated by Reference	I-1
I.2	Updates of Information Regarding Responsibility Matters	I-4
I.3	Order Limitations	I-4
I.4	Option to Extend the Term of the Contract	I-5
I.5	Special 8(a) Contract conditions	I-5
I.5	<u>Notification of Competition Limited to Eligible 8(a) Concerns (Deviation) Alternate I</u>	<u>I-5</u>
I.6	Statement of Equivalent Rates for Federal Hires	I-6
I.7	Notification of Employee Rights Under The National Labor Relations Act (Deviation)	I-7
I.8	Authorized Deviations in Clauses	I-7
I.9	Security Requirements for Unclassified Information Technology Resources	I-8
I.10	Ombudsman	I-9
I.11	Access to Sensitive Information	I-9
I.12	Release of Sensitive Information	I-11

**I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within (30 days); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

**~~I.5 SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11) (FEB 1990) (DEVIATION)~~**

~~(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:~~

~~**SBA-Houston District Office**~~

~~(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.~~

~~(c) The contractor agrees--~~

~~(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and~~

~~(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.~~

(End of clause)

**~~I.56~~ NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS  
(FAR 52.219-18) (JUNE 2003) (DEVIATION) ALTERNATE I (APR 2005)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its

## Amendment 2

## Procurement Support Contract (PSC)

approved business plan or any remedial action directed by the SBA.

(3) The offeror's approved business plan is on the file and serviced by [Contracting Officer completes by inserting the appropriate SBA District and/or Regional Office(s) as identified by the SBA].

(b) By submission of its offer, the offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The **[name of SBA's contractor]** will notify the NASA Johnson Space Center's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

#### **I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**This Statement is for Information Only:  
It is not a Wage Determination**

Employee Class Monetary Wage	Fringe Benefits
See Attachment J-6, U.S. Department of Labor Wage Determination	

(End of clause)

#### **I.7 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION) (FAR 52.222-99) (JUNE 2010)**

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

**c) PROPOSAL DUE DATE**

The time for receipt of Volume III, Past Performance Proposal shall be by 12:00 p.m., Central Daylight Time (CDT) on October 20, 2010.

The time for receipt of all other proposal volumes shall be by 12:00 p.m., Central Daylight Time (CDT) on November ~~5~~15, 2010.

(End of provision)

**L14. INSTRUCTIONS FOR PREPARATION OF THE MODEL CONTRACT**

Offerors shall also submit with its proposal, 3 signed Originals (hard copies) and 2 electronic copies of the model contract per the instructions below.

<b>Contract Section</b>	<b>Areas of Model Contract Offerors are Required to Complete</b>
Section A	Complete, sign, and date the SF 33
Section B	B.6 (A) - Complete the table of Fully Burdened Labor Rates for FFP task orders, B.4- Complete the fill-in for proposed Phase-In Plan firm fixed price.
Section C	Statement of Work – Add descriptive language in the appropriate SOW paragraph or contract clause for any innovations or value characteristics proposed.
Section D	None
Section E	None
Section F	None
Section G	None
Section H	None
Section I	None
Section J	Offerors will submit the required documents

(End of instructions)

**L.15 PERIOD COVERED BY PROCUREMENT**

This solicitation covers a period of 5 years and a 60-day phase-in. For contracting purposes,

<u>Anticipated Dates</u>	<u>Duration</u>	<u>Contractual Coverage</u>
01/31/11 – 03/31/11	60 Days	Phase-In
04/01/11 – 03/31/13	2 Years	Base Period
04/01/13 – 03/31/14	1 Year	Option 1
04/01/14 – 03/31/15	1 Year	Option 2
04/01/15 – 03/31/16	1 Year	Option 3

The option periods identified above will be exercised only if the requirements of FAR 17.207(c) *Exercise of options* have first been met. The Government is not obligated to exercise any option if it determines for any reason that doing so is not in its best interest.

## Amendment 2

## Procurement Support Contract (PSC)

Provide an organizational chart to show job titles, lines of authority, and relationships between departments within the organizational structure.

Provide proposed plans for coordination and execution of all contract technical and administrative tasks, including resources management, contract administration, logistics and property management, documentation management, and acquisition management. The plan shall identify the incentives for obtaining exceptional contract performance and the means for implementing corrective action in regards to contract.

**C. Subcontracting Approach (if proposing a subcontracting arrangement) (Volume II)**

The subcontracting approach provides unique benefits and rationale for subcontractors or teaming partners including the nature and extent of the work they shall perform.

The approach shall include the offeror's plans for managing the subcontractor's or teaming partner's contribution to the contract. The plan shall identify the incentives for obtaining exceptional performance from the subcontractor or teaming partner. The plan shall also identify the means for implementing corrective action in regards to performance from the subcontractor or teaming partner.

A contract organizational structure that differentiates the roles and responsibilities of the offeror from those of a subcontractor or teaming partner should be included.

Identification of organizational features between the offeror and subcontractor or teaming partner that contribute to effective communications, enhances flexibility, and promote efficiency for performance of the contract requirements should be included.

**D. Safety and Health Plan (Volume I)**

Provide a Safety and Health Plan as described in DRD-03, "Safety and Health Plan". The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and health of your employees (and subcontractor employees, if a subcontracting arrangement is proposed) through the performance of the contract. The major areas of the Safety and Health Plan are management commitment and employee involvement, worksite analysis, hazard prevention and control, and safety and health training. Emphasis should be placed on proactive programs to prevent injuries, illnesses and property damage in all of these areas. Include innovations which can be substantiated to reduce injuries, mishaps or overall safety risk in accomplishing the tasks described in DRD-03.

~~Offerors shall provide the following performance data with explanatory remarks on contracts performed in the last three years. Offerors shall identify the applicable North American Industrial Classification System (NAICS) Code for each contract and shall include points of contact for each contract. If a joint venture or prime-subcontractor relationship is proposed, the same information shall be provided for each company proposed. Explanatory statements shall be included as appropriate. For all work performed during the past three years, offerors shall provide the following:~~

~~--Environmental Data:~~

~~--Copies of any and all environmental non-compliance correspondence and citations~~

## Amendment 2

## Procurement Support Contract (PSC)

~~from federal, state, or local agencies or authorities with explanatory remarks.~~

~~Safety Data:~~

~~--Copies of any and all OSHA citations with explanatory remarks.~~

~~--Records of the company's OSHA recordable injuries and illnesses. These records shall include, for each worksite, as a minimum, 1 copy of each year's OSHA logs (Forms 300 and 300A) as required by Title 29 of the Code of Federal Regulations, Section 1904.5(d) including the applicable NAICS code, the number of employees at the worksite and the calculated OSHA recordable frequency rate.~~

~~--A list of all insurance carriers providing workers compensation coverage (or equivalent), including dates of coverage. Include points of contact and phone numbers. Offerors shall authorize the listed insurance carriers to respond to Government inquiries recording the offeror's past safety performance.~~

~~--Calculations supporting the offeror's workers' compensation experience modifier, including the state formula used for the computation, along with the loss ratio for each of the past three years (where the loss ratio is defined as the ratio of losses to premium). Show all figures used for computation.~~

~~--A letter from the insurance carrier summarizing the offeror's liability and lawsuit history related to safety and health performance for the past three years including a history of changes to the experience modifier rate. If an offeror self insures, provide and certify the same information (except the experience modifier rate history) with the signature of the responsible corporate officer or official.~~

**E. Organizational Conflict of Interest Plan (Volume II)**

The offeror shall submit a detailed Organizational Conflict of Interest Plan (OCI) as part of its proposal in accordance with DRD-02, "Organizational Conflict of Interest Avoidance Plan".

**F. Phase-In Plan (Volume II)**

The offeror's Phase-In Plan for the 60-day period prior to contract start shall discuss its approach for transitioning all contract activities and implementing proposed processes and strategies for effecting a smooth transition of the applicable portions of the incumbent contract. The plan should be in accordance with DRD-05, "Phase In Plan" and should contain, at a minimum, the following information with rationale:

A plan for effecting a smooth phase-in consistent with maintaining efficient operations at JSC. Provide a schedule for all phase-in steps and how they will be met.

- a) Plans for training your personnel.
- b) Relationships during phase-in with incumbent contractors and NASA, including support, resources, and interfaces expected from each.

(End of provision)

**2. Predefined Value Characteristics (VCs) Volume II**

Offerors are required to meet the baseline requirements in its proposal. Furthermore, offerors should address the predefined value characteristic in its proposals. If a predefined value

## Amendment 2

## Procurement Support Contract (PSC)

- If a Government Agency, include both the Contracting Officer and Contracting Officer's Technical Representative points of contact
- Contract Description
- Place of Performance
- Period of Performance
- Contract Type
- Status of Contract (current, terminated (if so, why), successfully completed (include completion date))
- A discussion of the relevant contract technical requirements, integration successes, any unique schedules requirements, cost performance, problems encountered and initiative in problem resolution, and overall performance

Safety and Environmental Past Performance

Offerors shall provide the following performance data with explanatory remarks on contracts performed in the last three years. Offerors shall identify the applicable North American Industrial Classification System (NAICS) Code for each contract and shall include points of contact for each contract. If a joint venture or prime-subcontractor relationship is proposed, the same information shall be provided for each company proposed. Explanatory statements shall be included as appropriate. For all work performed during the past three years, offerors shall provide the following:

--Environmental Data:

--Copies of any and all environmental non-compliance correspondence and citations from federal, state, or local agencies or authorities with explanatory remarks.

--Safety Data:

--Copies of any and all OSHA citations with explanatory remarks.

--Records of the company's OSHA recordable injuries and illnesses. These records shall include, for each worksite, as a minimum, 1 copy of each year's OSHA logs (Forms 300 and 300A) as required by Title 29 of the Code of Federal Regulations, Section 1904.5(d) including the applicable NAICS code, the number of employees at the worksite and the calculated OSHA recordable frequency rate.

--A list of all insurance carriers providing workers compensation coverage (or equivalent), including dates of coverage. Include points of contact and phone numbers. Offerors shall authorize the listed insurance carriers to respond to Government inquiries recording the offeror's past safety performance.

--Calculations supporting the offeror's workers' compensation experience modifier, including the state formula used for the computation, along with the loss ratio for each of the past three years (where the loss ratio is defined as the ratio of losses to premium). Show all figures used for computation.

--A letter from the insurance carrier summarizing the offeror's liability and lawsuit history related to safety and health performance for the past three years including a history of changes to the experience modifier rate. If an offeror self insures, provide and certify the same information (except the experience modifier rate history) with the signature of the responsible corporate officer or official.

(d) Relevant experience shall be demonstrated in the following areas:

1. **Relevant Experience and Past Performance in Procurement Data Systems:**  
Demonstrate the offeror's relevant experience and past performance relative to